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ABSTRACT

This dissertation describes a study that sought to determine the relative bargaining effectiveness of the three options open to school boards in selecting a chief negotiator to handle collective bargaining with teacher unions: 1) hiring a professional negotiator from outside the community, 2) appointing a staff administrator, or 3) appointing a school board member. Bargaining effectiveness was determined by comparing changes in salary levels and related fringe benefits as a result of negotiations in 163 Indiana school districts for the 1975-76 school year. Data for the study were gathered through questionnaires mailed to school districts and from records of the Indiana School Board Association. Analysis of the data showed no significant difference in the effectiveness of the three types of chief negotiators and no significant difference in satisfaction with the performance of the different types of negotiators. (JG)

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THE EFFECTIVENESS OF THREE TYPES OF CHIEF NEGOTIATORS IN TEACHER BARGAINING

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E.G.K.

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CHAPTER I

INTRODUCTION

Background

With the passing of Indiana Public Law 217 in 1972, collective bargaining entered the public school setting in Indiana. This act was the first public employees collective bargaining act passed in the state. Legislation of this type had been proposed during several previous legislative sessions, but for various reasons it was not successful. The Indiana School Boards Association was one of the lobbying groups which opposed passage of the law.

Indiana, basically a conservative state, did not openly embrace this rather liberal piece of legislation. Local school boards had always possessed total decision making authority over the teachers they employed. On items of a monetary nature boards of education could, and did, exercise their power in a unilateral fashion. Collective bargaining was unique, and it was also alien to this long established practice.

Realizing the newness of the bargaining process to most of its membership, the Indiana School Boards Association developed a program to assist local boards

in becoming more aware of various aspects of the collective bargaining process. In so doing the association turned to other state associations that had had experience in such a program. Such action produced one general informational program in the form of a traveling seminar which toured the state.

During these seminars varied topics were discussed and/or presented. Among these topics were two of particular interest: (1) selection of the chief negotiator as well as the other members of the bargaining team, (2) adversary feelings which resulted as a side effect in the collective bargaining process. The process suggested for use in selection of a chief negotiator received the greatest emphasis.

The presentors at the seminars identified advantages and disadvantages for each of the classifications of chief negotiators. When considering the professional negotiator, several positive attributes were cited. The fact that the professional can devote full time to his assignment is essential, as he can remain aware of current developments in the area in addition to being cognizant of established past practices in labor relations. Coming from outside the community, he is removed from exposure to local pressures to make unnecessary concessions in bargaining. Being from outside the community provides another positive aspect as he serves as a

scapegoat for the board when an unpopular concession is made in the process. The professional is also removed from the day to day operation of the school; this also can serve as a disadvantage if his team does not inform him of local unique situations. However, when considering this aspect from the positive side, this individual that says "no" to the employees' wishes is removed from the scene other than during the actual sessions.

When considering the negative facet of employing a hired negotiator, boards of education were cautioned about the following:

1. the lack of true concern for the future of the community
2. the lack of "feel" for local educational traditions
3. the additional expenditure of funds

On the positive side for having a staff administrator serve in the negotiation capacity, the presentors suggested that his in-depth understanding of the day to day operation of the district would be a great asset. In the position of the administrator, he would be under direct control of the board. Having come up through the ranks, he would have a "feel" for teachers real needs as opposed to the items placed on the bargaining table for concession purposes by the teachers' union. His direct imput from the community would be another plus for the

staff chief negotiator.

In the negative light, the staff member negotiator would have a number of disadvantages. His lack of training in labor relations/collective bargaining would be a major drawback. At the conclusion of bargaining the administrator would again need to assume his role as an educational leader. This factor would definitely be a serious problem should the superintendent serve as chief negotiator. Yet another negative aspect from the board's point of view is that a concession granted by a staff negotiator may in fact be a feature from which the administration could derive personal benefit.

When exploring the situation in which a board of education appoints one of its own members as chief negotiator, many elements come into play. The spokesman in this situation is a true representative of the public he was either appointed or elected to represent. It could be assumed that he would take to the bargaining table with him a true understanding of the community and its wishes as to how the community wanted its schools operated. Other board members would receive direct reports from the bargaining table under this plan.

The consequences on the minus side of having a board member function as the chief negotiator are more figurative than of substance. Presentors stated that it is a poor practice for a chief negotiator to serve who

has the final yes or no authority. A decision reached in the heat of negotiation at the bargaining table may not appear too sound when one steps back and looks at it. If the chief negotiator is a board member and he makes a concession in bargaining, it would be difficult at a later date to reject a decision that he had earlier agreed to. Board members also often times lack a true understanding of the day to day operation of schools. Most board members would also lack true understanding of the collective bargaining process much in the same fashion as a staff administrator. The preferred alternative usually presented was that of the board's employing a professional negotiator.

The development of the adversary atmosphere or feeling in the collective bargaining process received a great deal of emphasis in the course of the traveling seminars. This was due, no doubt, to the fact that such feelings were alien as well as distasteful to school boards throughout the state. Board members, many of whom were business leaders, were cautioned that the adversary side effect could reach out and affect their personal lives. The situation also tended to place the boards of education in a defensive position.

Boards of education, each being unique unto themselves, returned to their respective chambers to consider the various aspects of making a decision in regard to

these particular problems. Should they bring in a professional negotiator to deal with teachers who, in many situations, had but a few years ago been the very teachers that they themselves had learned from as students or that their children had gained knowledge from? If one of their own group accepted the role of negotiator, would the ramifications reach out from the bargaining table and affect his means of livelihood? Would the superintendent suffer the loss of essential elements of leadership if placed in the role of chief negotiator? Should they assume that their teachers' attitudes had or would change to this adversary posture so vividly explained by the presentors at the seminars?

It is in this setting that the topic of the dissertation was developed. It was the intent of the dissertation to determine the success of decisions reached by individual boards by measuring the effectiveness of the various chief negotiators appointed or hired by different boards.

Boards of education were presented with three fundamental choices concerning the selection of a chief negotiator: whether (1) to hire a professional negotiator from outside the local educational community, (2) to appoint or employ a staff administrator, or (3) to appoint a member from their own group.

Statement of the Problem

This dissertation is a study of the relative bargaining effectiveness of the three types of chief negotiators listed above with respect to the Indiana mandated bargainable issues. In arriving at the negotiated agreements with teacher unions during the 1975-76 bargaining session, these issues were:

1. Salary
2. Salary and Wage Related Fringe Benefits

In addition to the quantitative measures, an analysis also was made of the personal characteristics of the individual negotiators and also of the learning outcomes from the collective bargaining process for the school corporations.

Statement of Hypothesis

There would be no significant difference in the effectiveness of the chief negotiator: (1) professional negotiator, (2) appointed staff administrator, (3) appointed board member, selected by boards of education, as compared to the gains made by teacher unions in Indiana during the 1975-76 bargaining session with respect to:

1. Salary

    1.1 Minimum salary with bachelor's

degree effective January 1, 1976, as compared with the same level effective January 1, 1975

1.2 Bachelor's degree salary comparing a four year experience level effective January 1, 1975, to a bachelor's five year experience level effective January 1, 1976

1.3 Master's degree salary comparing an experience level of five years effective January 1, 1975, to a like level effective January 1, 1976

1.4 Maximum salary with master's degree effective January 1, 1975, compared to a like level effective January 1, 1976

2. Salary and Wage Related Fringe Benefits

2.1 The number of new or improved fringe benefits

Significance

The significance of this dissertation is that it is the first analysis of the effectiveness of the negotiator selected to represent the various local boards. Social ramifications of the findings are many.

As public sector collective bargaining expands, other political subdivisions will be faced with the decision of selecting a chief negotiator to represent their interest in the collective bargaining areas. Some of these interests are:

1. saving of financial resources
2. reducing the amount of antagonism
3. minimizing the amount of disruption of service to society

This dissertation is unique in that it analyzes the public sector as opposed to private sector collective bargaining. While there has been considerable research in the private sector, there appears to be some similarity between the two categories; yet they are vastly different in their power bases, and little has been done to verify or refute these similarities.

Most directly, the dissertation provides political subdivisions involved in collective bargaining with data upon which boards of education and other leaders can better select a chief negotiator.

Delimitations

This dissertation deals with a limited segment of the total public sector collective bargaining arena and has the following delimitations:

1. It considered only teacher unions

versus the various local boards of education in the State of Indiana during the bargaining sessions for agreements which were in effect during the 1975-76 school year.

2. It considered only school districts in Indiana that did not have signed labor agreements with teachers prior to 1973.

Definition of Terms

Bargaining Effectiveness - the ability of the chief negotiator in limiting the amount or number of teacher demands granted in the bargaining process.

Salary and Wage Related Fringe Benefits - Benefits and payments received by or credited to teachers in addition to contracted salary, often for time not worked.

Teacher Union - includes members of the American Federation of Teachers in Indiana and the Indiana State Teachers Association or any other recognized exclusive representative.

Methodology

This dissertation used as a population all of the school districts in Indiana that conformed to the limitations set forth in this section. Those school districts

in the state that were compatible with these limitations were included in the sample.

A questionnaire (Appendix A) was developed by analyzing the data needed to reject the research hypothesis. Demographic items were included to give a background dimension to the factual data. One of the basic concepts underlying the development of the questionnaire was a need to limit the time required for the respondents to complete the instrument.

Pretesting of the questionnaire was achieved by administering it to school officials who represented five geographically diverse counties in the state. Following the pretesting, revision was made on the instrument to increase the reliability of one major area. The questionnaire had face validity only.

Letters to the prospective respondents (Appendix B) were printed and personalized by typing in individual addresses and salutations. A stamped self-addressed envelope and a cover letter (Appendix C) from the Indiana School Boards Association, Indianapolis, Indiana, endorsing the study accompanied the mailed questionnaire. This packet was mailed to the superintendent in each of the identified districts.

The questionnaire was mailed to 206 school districts in Indiana. Out of the 304 total districts in the state, these 206 districts had cooperated with the

Indiana School Boards Association by supplying information relative to this study. With 189 questionnaires returned within two weeks, a phone call was placed to the remaining seventeen to request immediate response. Those contacted by phone were asked two questions (Appendix D) from the questionnaire: (1) the classification of their chief negotiator for the 1975-76 school year, (2) whether there was a written contract with a teacher union prior to 1973. Thus a 100 percent return on the basic data requested was procured.

From the 206 respondent districts, forty-three were removed as they had been involved in a written contract with a teacher union prior to 1973. Hence 163 remained as the number of districts in the sample.

The information concerning salary and wage related fringe benefits was taken from the records of the Indiana School Boards Association. Salary data including the percentage of increase of one level as compared to another was shown. Fringe benefits were classified by type and the districts granting them. These data were available on both computer disc and in printed form; the latter was used in the dissertation.

Establishment of the statistical significance of the hypothesis was developed by the following procedure:

1. The type of negotiator was used as the independent variable.

2. The five salary and fringe benefit items were used as the dependent variables, or measures of effectiveness.

Analysis of variance statistical technique was selected to treat the data. This technique has been designed to provide an efficient test of the significance of the differences among several groups simultaneously.

To test the significance of the differences among the independent variables, these estimates of variance were compared by:

$$F = \frac{\text{Group mean square (Independent)}}{\text{Within mean square (Dependent)}}$$

This technique was applied to the data at the computer center located at Indiana University, Bloomington, Indiana. The program used was ANOVA, SPSS-Oneway. A .05 level of significance was established as the rejection level for the hypothesis.

Realizing that there were other important questions that could be pursued in the research at this time, it was decided to add the additional research dimension in order to provide a quantitive background to the factual hard data that was collected and analyzed to research the problem. This quantitive background dealt with the level of satisfaction that has occurred with collective bargaining on the part of those that have been actually involved in the process.

CHAPTER II

REVIEW OF RELATED LITERATURE

Introduction

The succeeding paragraphs provide an analysis of related literature and research describing the composition of collective bargaining teams as they represent the public school board of education. Special attention is given to literature and research studies dealing with the chairman of the bargaining team (chief negotiator) for the school employer.

Section One--Bargaining Teams

Background

Collective bargaining has been defined as a method of communication and participation in which negotiation teams are responsible for making the collective bargaining process function productively. (1:7). "It is essential that those chosen be selected for talents and characteristics which will contribute to effective negotiations." (17:1). The American Association of School

Administrators stated that the process requires knowledge, insight, and patience, and that expertise in the process is developed through time and experience. (1:61).

According to Hill the composition of negotiating teams should reflect the talents and characteristics needed for effective negotiations. He maintained that management teams should be representative of central administrative staff and middle management personnel. (15:26). Due to the variations in size and structure of local school corporations, negotiating teams have been composed of different levels of personnel. (22:32). The desirability of direct participation by school board members and superintendents serving as members of negotiating teams has emerged as a divided issue. (1:11). Hill in his writings strongly advocated that school board members and superintendents not serve as members of management negotiation teams. (15:22).

Miller and Newbury observed that there has been an increase in the use of individuals from business, industry or other educational organizations to serve as chief negotiator for bargaining teams. Both teacher and management groups have utilized the services of such individuals. They have recommended that outside experts selected for negotiating team service should possess broad knowledge relative to education and must be familiar with the school district in addition to being skilled in

the process of negotiations. (21:23).

The brief history of public sector collective bargaining has evidenced that agreements reached through negotiations determine the allocations of major portions of school budgets and influence ongoing board-teacher relationships. (32:27, 10:8). Dempsey viewed the impact of the agreements made through negotiations for school boards as the most essential decision the school board makes. The selection of the most capable negotiators available to them is of paramount importance. (10:8).

Size and Make-Up of Bargaining Teams

Bargaining teams have varied considerably in terms of the number of individuals included as participating members. Writers in the field have made suggestions relative to the ideal size for management bargaining teams. Koerner and Parker suggested that the size of bargaining teams may be affected by the availability of qualified persons as well as by the size of the school district. (48:30). Lieberman recommended that in school systems employing up to 1,000 teachers, management teams should be composed of not fewer than two persons or more than five persons. It is Lieberman's opinion that management teams have been larger than necessary. (49:30-31).

Rhodes and Neal stated that there should be at least three and a maximum of five members on a bargaining

team. (32:27). Miller and Newbury reported that "some experienced negotiators feel that a three man team is ideal. One member serves as spokesman--another member provides data and information--the third person serves as an observer-recorder." (21:24). Hill, Quinn and Wood suggested that teams not include more than six members. (15:25). While Dempsey and Hartman propose that a bargaining team be composed of from three to five members. (10:13).

Advantages have been cited for the development of larger bargaining teams. Miller and Newbury pointed out that "more interests could be generated by enlarged basis of communication." (21:23). Lieberman suggested that "more people could be used to make a decision in an attempt to reduce the possibility of error." (49:30).

Lieberman and Moskow, in earlier writings, suggested several disadvantages which might result from the development of larger bargaining teams. Included among identified disadvantages were suggestions that larger teams might find it "more difficult to make concessions, more likely to have confidential discussions and materials released, and more difficult for the spokesman to maintain control." (18:253).

Advantages cited for the utilization of smaller bargaining teams included the idea that it might be "easier to reach an agreement and easier to maintain an

atmosphere of informality." (49:30). Hill stated "that a smaller team has an additional advantage to the board of education, in that smaller teams require less financial support." (70)

Lieberman and Moskow stated as early as 1966 that generally the size of the school district is usually a strong determinant in establishing memberships of bargaining teams and that in most instances professional negotiators or full-time personnel directors serve as negotiators in large urban districts with employer bargaining teams composed of assistant superintendents and principals. Lieberman and Moskow also pointed out that medium-sized urban or large suburban corporations generally utilize the services of assistant superintendents responsible for personnel as negotiators. In such systems personnel directors and professional negotiators are less likely to be used full-time. In school districts of this size management teams often include representation from boards of education. In small school corporations school board members often negotiate directly with teachers as opposed to utilization of the services of full-time permanent staff or professional negotiators. However, Lieberman and Moskow predicted that as teacher groups increasingly employ the services of outside organizations, resources and personnel, school board members would also seek assistance from outside experts in

bargaining. (18:249-250).

In 1969 Koerner and Parker agreed that the size of the school corporation was a determinant in the establishment of membership on bargaining teams. (48:30). Rhodes and Neal in 1968 made recommendations for the composition of employer negotiation teams in a school system with a large control staff. The recommended teams would include individuals serving in positions of assistant superintendent for general administration; personnel director; curriculum director; business manager; any other administrators or supervisors with system-wide responsibilities; and if the district leadership so desired, a professional consultant or a professional negotiator. Rhodes and Neal recommended that bargaining teams representing smaller school corporations should be selected from individuals serving as superintendent; school board members; attorney for the school board; and a professional negotiator if school district officials consider him to be needed and if the cost of such a negotiator could be shared with neighboring corporations. (32:32).

Shils and Whitter have recommended that the membership of an employer negotiating team in a large school system should be composed of the following individuals:

> Superintendent (ex-officio); a consultant on negotiations (a practitioner of labor management relations). This man might

> conceivably be asked to be chief negotiator; associate superintendent for personnel (could be the chief negotiator if he has the experience, personality, and fortitude); associate superintendent (a generalist in instruction, curriculum or planning); director or assistant director of staff relations (he will act as recorder and procures necessary information for the team between negotiating sessions); one or more principals; and representative of the finance or budget office. (33:330).

Miller and Newbury specifically recommended the inclusion of representatives from the administrative areas of business and instruction on employer negotiating teams. (12:23).

Section Two--Chief Negotiator

Background

Many writers generally have agreed that identification of a single spokesman for each bargaining team is an important and necessary step. Miller and Newbury have insisted that team members should communicate only through the spokesman during bargaining sessions and should express ideas directly only during caucus periods. (21:24). Dempsey and Hartman specifically advocate that a chief negotiator be the only spokesman for the team representing the board of education. (10:13). Hill, Quinn and Wood have also stated the need for a single

spokesman to be identified. (15:19). Rhodes and Neal identified several types of undesirable consequences which might result from having more than one spokesman functioning during bargaining sessions. Such undesirable consequences as the following were suggested:

1. Conflicts will arise between the speakers and misinterpretations may result.
2. Too much cross-discussion may arise between the two parties, making agreement almost impossible.
3. The team might have its hand revealed unintentionally or at an inappropriate time.
4. Several spokesmen can reveal or create disunity in the team. (32:27).

Eastman reported findings of actual practice which were in conflict with the suggestion of most writers. In conducting his research he questioned eighteen chief negotiators from throughout the nation. He determined that, ". . . chairman or spokesman of the negotiation team, contrary to popular notion, is not usually the only person who speaks during actual negotiation." (64:66).

Selection

Many authorities have identified and strongly advocated that various management personnel should not

serve as bargaining team chief negotiator. Miller and Newbury contend that neither the superintendent nor board of education members should serve as spokesman for an employer team. If a school board member must participate on a negotiating team, a role as observer is preferred to that of spokesman. (33:32). Rhodes and Neal suggested that neither school board members, superintendents, middle management administrators, or school board attorneys should serve as spokesman. (32:29). Middle management administrators were identified as building principals, assistant principals, supervisors, guidance directors, and department heads. (32:32). Ashley has recommended that board members and superintendents not participate directly in the bargaining task. (3:26). Hill, Quinn and Wood have also stated that superintendents and school board members should not serve as chief negotiators. (15:21-23). Shils and Whitter have recommended that attorneys for school boards should not serve as spokesman of employer teams. (33:332).

According to Caldwell, the superintendent's role in negotiations is to be advisory only. From a study of 272 school districts in twenty-six states the collected data indicated:

> 1. . . . considerable conflict exists in the perception of the superintendent's negotiation role--evidence of this role perception conflict existed in 78 percent of the districts studied,

> and the conflict was serious in over 40 percent of the districts.
>
> 2. . . . teachers were most satisfied with the non-participant role, less satisfied with the advisory role, and dissatisfied with the negotiator role--board members displayed a somewhat similar sentiment by being more satisfied with the advisory role than either the negotiator or the middlemen role. (38:76-77).

Hill cautioned that school districts often try to find a spokesman who is a friend to everyone. He believes this is a mistake. The position is not conducive to winning a popularity contest. When negotiations are over, if the union feels that the person has been fair and honest, that is all that can be expected. (15:20-21).

Skills--Characteristics

Howe described essential personal characteristics of a chief negotiator in the following statement:

> Physical stamina is of significance since the process will, at times, be a grueling ordeal. A clock watcher will be decidedly out of his element. The hours will be long and often highly irregular. A level temperament is to be prized. Negotiations often breed more heat than light, and emotional exchanges must not be personally internalized. No greater asset can be identified than a sense of humor, especially the capacity to laugh at one's own foibles, which almost inevitably will be revealed by the competent adversary. An open mindedness about the efficacy of compromise as an essence of life is certainly in order. There is

> little place for the inflexible, rigid personality without the risk of traumatic damage. (44:30).

Being a good listener was identified by Nierenberg as being a recognized need for a chief negotiator in interpreting the needs of the opposer.

> . . . listening carefully to the words uttered by the opposer, his phrasing, his choice of expressions, his mannerisms of speech, his tone of voice. All give clues to the needs behind the statements the opposer makes. (25:139).

Nierenberg further expended this listening concept by stating, "Listening is as much a persuasive technique as speaking." (25:140).

According to Hill, Quinn and Wood the following characteristics are essential for chief negotiator:

1. The ability to take abuse and never lose his temper
2. Must be able to maintain team discipline
3. Must be a good listener with an ability to probe
4. Must be able to win the respect and confidence of both parties
5. Have a direct relationship with top decision makers in the school district. (15:30-21)

Nierenberg pointed out that the ability to analyze nonverbal communication is important for the negotiator. (25:141).

Gestures are tremendously important.

> They convey many shades of meaning and have their psychological undertones and overtones. Therefore, observe the gestures of your opposer carefully and continuously to gain a clue to his thinking. (25:141-42).

Experience

Authorities were generally agreed that previous direct experience in negotiations is highly desirable for the successful transformation of a team member to become a chief negotiator. Effective negotiations demand knowledge, training and skill development. For example, Ashby, McGinnis and Persing pointed out that "there will be few exceptions to the general rule that a negotiator will require some training and study." (3:26). The same writers also stated that "many negotiators believe that they would rather negotiate with an experienced negotiator than a novice." (3:76).

In a publication prepared by the American Association of School Administrators, time and experience were cited as being necessary for the "development of expertise in the art of negotiations." (1:61).

In a publication entitled Public Personel Administration: Labor Management Relations, the statement was made that "there is nothing in the process of negotiating that takes the place of experience."

Role

In a study conducted by Bush, a rather in-depth look was taken into the role of the chief negotiator in Indiana. This study titled, "Role-Expectations For Chief Negotiators As Perceived By Superintendents, School Board Presidents, And Professional Chief Negotiators In Selected Indiana School Corporations" was written in 1976. His conclusions, based on the findings, were reported as follows:

1. Because there were significant differences between the PCNs (Professional Chief Negotiator) and SUPTs (Superintendent of Schools) regarding the role-expectations held for the PCN role, difficulties concerning the PCN role performance may arise between these two groups.

2. Because there were significant differences between the PCNs and SBPs (School Board President) regarding the role-expectations held for the PCN role, difficulties concerning the PCN role performance may arise between these two groups.

3. There were no significant differences between the SUPTs and SBPs regarding the role-expectations held for the PCN role. Hence, because the SUPTs and SBPs hold different expectations than PCNs do, this may create difficulties for PCNs performing their roles.

4. The PCNs encountered the greatest difference, at the $<.001$ level, with their employers concerning the handling of public relations, which should lead to some difficulty with the PCNs' performance of their roles.

5. School management and/or the administration of the schools was another area of difference, at the <.01 level, between the PCNs and their employers.

6. The school employers and the PCNs varied at the <.05 level on bargaining procedure and technique, which should lead to some difficulty with the PCNs' performance of their roles.

7. There should be very little, if any, difficulties between the PCNs and their employers regarding PCN personal characteristics and job performance.

8. PCNs as a group agreed with each other as to the expectations held for the PCN role.

9. The PCNs holding similar expectations of the PCN role and the SUPTs and SBPs as a group holding similar expectations for the same role, but, different from the PCNs, may create a climate that must be managed by both parties from the outset of employment of a PCN.

10. Based on the data analyzed, the PCN should be concerned about public relations, school management, and bargaining procedure and technique, between himself and his employer regarding his continuing status as an employee of a school corporation.

11. Although the differing expectations held by the PCNs and their employers may lead to potential role conflict, there was little, if any, role conflict existing. Therefore, since holding differing expectations creates a climate for conflict to occur, the PCN and his employer in a given school corporation should be aware of the potential for role conflict, even though it did not exist to any extent for the population sampled. (63:123-25).

Hill during his interview commented about item number ten cited by Bush. It is Hill's opinion that the chief negotiator cannot be concerned with the public relations element of bargaining. He believes that the chief negotiator should have total control over the content of media releases, but he should not be involved in or have a role in the actual releasing of the material. "It is a difficult role to play in having to be the person saying no for the board of education on many bargaining items and yet still maintain a positive public image." (70).

Summary

The review of related literature and research has been developed to show the trends in the make-up of collective bargaining teams for public school employers.

From the sources cited, it would appear that the ideal collective bargaining team might be an impossible goal; however many of the guidelines which were reviewed are both desirable and feasible. No definitely designated personnel should be faultless for all school corporations, although several writers outlines specifically the persons to be used on the collective bargaining team. There seemed to be general agreement to include outside help such as persons from business or industry as long as that person was familiar with the school district.

In considering the size of negotiating teams, authorities pointed out that team size has been dependent upon the needs of individual school districts. In general, authorities recommended a bargaining unit of five members to represent boards of education. According to more than one writer, the use of school board members and superintendents on the team was controversial; others would use a variety of persons from the administrative segment of the school corporation.

The personal attributes of insight, knowledge, patience, time and experience were reiterated in several sources. It would seem that the many characteristics of the school district itself should dictate the make-up of the negotiating team.

Experts in general have been in total agreement in recommending a single negotiating team spokesman. However, authorities have not been in total agreement as to which individuals should or should not serve in the capacity of chief negotiator. Particular variations in relation to superintendents or school board members serving as spokesmen were most questioned. Advantages and disadvantages were cited by many writers relative to the superintendent's and board member's even participating on the negotiating team.

In pointing out the necessary desirable qualities of a successful chief negotiator, authorities make it

difficult for one to believe that such individuals could exist. However, many of the characteristics identified as essential could be found in individuals available to serve in the role. From the sources cited, the personal characteristic of evenness of temperament emerged as the most desirable trait of a chief negotiator. Experience, knowledge, some training, and the ability to control the negotiating team were listed as important, with experience receiving the most emphasis. More than one authority emphasized the need for the negotiator to be a good listener. One study demonstrated that employers were pleased with the performance of selected professional chief negotiators.

CHAPTER III

ANALYSIS OF DATA

Introduction

The purpose of this chapter is two fold. Section One presents demographic information about the chief negotiators included in this study. Section Two deals with the treatment of the data collected to test the hypothesis.

Section One--Demographic Analysis of Chief Negotiators

Selection

One of the basic questions asked of the respondents was to identify into which of the three given classifications their selected chief negotiator (CN) should be placed. Tabulation revealed that forty-nine or 30 percent had selected a professional negotiator while seventy-nine or 48 percent chose administrators. Board members identified one of their own group to serve in the role in thirty-five or 22 percent of the districts studied.

An assumption exists generally that board members are selected as CN in school districts of smaller enrollment was studied by the following method. To shed light on this assumption, student enrollment figures were taken from the Indiana State Department of Public Instruction and tabulated with the various districts in the study. The data were then matched with the information taken from the questionnaire as to the type of CN selected by the different districts. Table 1 reports these comparisons.

TABLE 1

CHIEF NEGOTIATOR SELECTED AS COMPARED TO STUDENT ENROLLMENTS OF STUDIED SCHOOL DISTRICTS

CLASSIFICATION	N	%	ENROLLMENT RANGE	MEAN ENROLLMENT
Professional Negotiator	49	30	500 to 7,874	2,818
Administrator	79	48	590 to 16,037	2,936
Board Member	35	22	810 to 7,708	2,071
Total	163	100		

N: Number of %: Percentage of N

The data presented in Table 1 does give support to the assumption. Those districts selecting board members to serve as CN were lower in mean enrollment than any other two classifications of negotiator. It appeared that in smaller communities and districts, the board was

most often viewed as the most appropriate source for chief negotiators.

It was not the intention of this dissertation to explore the reason why board members accepted the role of CN. This point may warrant further explorations.

Experience at the Collective Bargaining Table

Experience has sometimes been labeled the best teacher, Another underlying concept of why a board member may have accepted the assignment of CN was that in the work-a-day world the CN might have served in a position that involved labor relations. This aspect was dealt with in an item on the questionnaire that asked the years of experience of the CN in collective bargaining.

Professional CN's had nearly twice the amount of experience reported at 6.9 years as compared to 3.5 and 3.2 for the administrator and board member, respectively.

When the above data were compared to the three years that Indiana Public Law 217 had been in effect, it can be assumed that most CNs, except the professionals, had little experience at the bargaining table prior to the 1973-74 school year and the passage of the law.

The data rejected the concept that a board member's being assigned the role would have had work-related experience at the bargaining table. It was

noted that the board member had even less experience than the administrators as a group by .3 of a year.

Decision Making Freedom

Generally, a board of education establishes limits for the bargaining team and the CN in seeking a settlement with a teacher union. These limits deal with financial matters, major concession items and language to be written into the contract. The skills of the CN come into play in obtaining an agreement with teachers below these limits if possible. Freedom to negotiate (Degree of Freedom) given to the CN by the board within these limits was studied as decision making freedom.

The questionnaire asked respondents to mark on a scale of one to ten the degree of true freedom given the CN at the table. One was to reflect no freedom in the process; whereas ten would indicate total freedom. A measuring device was developed to assign values to check marks placed on the scale. The device consisted of a straight edge that was the identical length of the scale in the questionnaire which had been divided into ten equal segments. This straight edge was placed on the scale, and a number value of from one to ten was assigned to the check mark the respondents had made. Table 2 reports that in the respondents' opinion (most of whom were administrators) more latitude was granted to

administrators than to the other two.

TABLE 2

RESPONDENTS' RATING OF THE DECISION MAKING FREEDOM GIVEN THE CHIEF NEGOTIATOR AT THE BARGAINING TABLE

CLASSIFICATION	N	DEGREE OF FREEDOM
Professional Negotiator	37	6.6
Administrator	59	7.9
Board Member	29	6.8
Total	125	

This would suggest that because of their normal assignment more trust could be expected in this group. This was illustrated even further when one took into consideration the experience element. The professional CN had nearly twice the experience; yet he was rated lowest in the freedom given at the negotiation table.

Satisfaction With Chief Negotiator Selected

The traveling seminar that toured the state, as was explained in Chapter I, indicated that Indiana Public Law 217 would, during the first years of its enactment, bring about a number of changes in the type of CN serving for each district. This aspect was investigated by the method described below.

In attempting to measure the satisfaction with

the CN selected by boards of education, an item was developed for the questionnaire to determine the most desired type of CN. This was accomplished by asking the respondents to identify the individual, by title, that could best serve as the CN in their district. The preferred title was then compared to the actual classification used by the board of education.

The results of this comparison are shown in Table 3.

TABLE 3

COMPARISON OF CHIEF NEGOTIATOR SELECTED BY BOARDS OF EDUCATION AND RESPONDENTS' SATISFACTION WITH THAT SELECTION

CLASSIFICATION	N	N SHOWING SATISFACTION	PERCENTAGE SATISFIED WITH PRESENT CN
Professional Negotiator	46	32	70
Administrator	67	55	82
Board Member	28	19	68
Total	141	106	

The data indicates that the degree or percentage of satisfaction with each of the classifications was nearly the same. With a range of only 14 percentage points between the types of selected CNs, it is difficult to say definitively that boards were more satisfied with the performance of one group over another other

than boards tended to be more pleased with an administrator CN and least pleased with a board member serving this role. It should be noted, however, that 20 to 30 percent of the groups desired change.

To approach the satisfaction question from another perspective, the same data was analyzed by size of school district. The number of respondents indicating a desire to change CN was broken down into three enrollment categories. A percentage was calculated between the number of school districts in the enrollment group and the number of districts showing a desire to change CN. The data is presented in Table 4.

TABLE 4

RESPONDENTS' SATISFACTION WITH SELECTED CHIEF NEGOTIATORS AS COMPARED BY STUDENT ENROLLMENT IN DISTRICTS

STUDENT ENROLLMENT	0 TO 2,000	2,001 TO 4,000	4,001 AND OVER	TOTAL
N of Districts	80	56	27	163
N Recommending Change	17	11	7	35
Percentage Desiring Change	21.3	19.6	25.9	

Here there appeared to be even less difference in the satisfaction of the selected CN when analyzed by student enrollment of districts. Less than 6 percentage points separated the groups. Again, it should be noted

that 20 to 25 percent of the groups thought a change in CN was appropriate. It would be reasonable to say, however, that during the first three years that Indiana Public Law 217 has been in effect, the expected fast turnover of CNs did not occur.

Section Two--Data Analysis

Review of Study

As described in Chapter I, data were collected to test the research hypothesis by use of a questionnaire mailed to selected school districts and from information on file with the Indiana School Boards Association.

Statement of Hypothesis

The research hypothesis of this study is stated as follows. There would be no significant difference in the effectiveness of the chief negotiator: (1) professional negotiator, (2) appointed staff administrator, (3) appointed board member, selected by boards of education, as compared to the gains made by teacher unions in Indiana during the 1975-76 bargaining session with respect to:

1. Salary

    1.1 Minimum salary with bachelor's

degree effective January 1, 1976, as compared with the same level effective January 1, 1975

1.2 Bachelor's degree salary comparing a four year experience level effective January 1, 1975, to a bachelor's five year experience level effective January 1, 1976

1.3 Master's degree salary comparing an experience level of five years effective January 1, 1975, to a like level effective January 1, 1976

1.4 Maximum salary with master's degree effective January 1, 1975, compared to a like level effective January 1, 1976

2. Salary and Wage Related Fringe Benefits

2.1 The number of new or improved fringe benefits

Development of the Variables

The independent variables were the three classifications into which the respective chief negotiators were placed based on the information collected from the returned questionnaires. These variables were:

1. Professional Negotiator
2. Appointed Staff Administrator
3. Appointed Board Member

Dependent variables were the gains in salary and fringe benefits made by teacher unions during the 1975-76 collective bargaining sessions. Salary increases were reported as the percentage of increase. Fringe benefits were treated as the actual number of new or improved benefits added at the bargaining table.

Statistical and Computer Processing

Analysis of variance was determined statistically. This technique is designed to provide an efficient test of the significance of the differences between several groups simultaneously. To report the significance of differences among the independent variables, these estimates of variance were compared and reported as an F score.

Data from the 163 school districts were submitted to the computer center located at Indiana University, Bloomington. The data were key punched on to cards for placement in the computer. The SPSS-Oneway packaged program for ANOVA was used. Results of the computer run are exhibited in Tables 5 and 6.

TABLE 5

GAINS MADE BY TEACHERS SHOWN BY CLASSIFICATION OF CHIEF NEGOTIATORS--REPORTED BY MEAN AND STANDARD DEVIATION SCORES

DEPENDENT VARIABLES		1.1		1.2		1.3		1.4		2.1	
CLASSIFICATION OF CHIEF NEGOTIATOR	N	MEAN	S.D.	MEAN	S.D.	MEAN	S.D.	MEAN	S.D.	MEAN	S.D.
Professional Negotiator	49	6.7	1.6	8.9	2.0	6.6	1.9	6.5	2.3	3.6	3.6
Appointed Administrator	79	6.7	1.9	9.1	2.4	7.1	2.4	7.1	2.5	3.1	2.9
Appointed Board Member	35	6.8	2.0	8.8	2.3	6.6	1.9	6.6	2.5	2.5	2.5
Total	163										

TABLE 6

F-RATIO AND THE P-VALUE SHOWN FOR EACH OF THE DEPENDENT VARIABLES WHEN ANALYZIED AROUND THE INDEPENDENT VARIABLES

DEPENDENT VARIABLES	F-RATIO	P-VALUE
1.1 Minimum salary with bachelor's degree effective January 1, 1976, as compared with the same level effective January 1, 1975	.051	.950
1.2 Bachelor's degree salary comparing a four year experience level effective January 1, 1975, to a bachelor's five year experience level effective January 1, 1976	.233	.792
1.3 Master's degree salary comparing an experience level of five years effective January 1, 1975, to a like level effective January 1, 1976	.782	.459
1.4 Maximum salary with master's degree effective January 1, 1975, compared to a like level effective January 1, 1976	.913	.404
2.1 The number of new or improved fringe benefits	1.150	.319

Testing of Hypothesis

Sub-hypothesis 1.1 - Minimum salary with bachelor's degree effective January 1, 1976, as compared with the same level effective January 1, 1975

Table 5 shows that there was very little difference in the mean gains achieved by teachers in any of the negotiator classifications. The standard deviation indicates that administrators and board members had a slightly greater range at this bargaining level of the salary schedule. With a range of .1 in the mean scores and .4 in the standard deviation scores, it appeared that there was very little difference in the effectiveness of the selected CN. This point is illustrated even more vividly when Table 6 is examined with an F-ratio of .051 within the groups and P-value of .950; it is evident that the significance level necessary to reject this sub-hypothesis is not available. This sub-hypothesis is accepted.

Sub-hypothesis 1.2 - Bachelor's degree salary comparing a four year experience level effective January 1, 1975, to a bachelor's five year experience level effective January 1, 1976

Mean scores in Table 5 on this sub-hypothesis

demonstrate that the administrator CN was least effective in restricting teacher gains in dollars earned. Professional negotiators tended to keep the teacher gains in closer range than the other two types. Table 6 shows a P-value of .792 which is far above the required .05 level for rejection. This sub-hypothesis is accepted.

Sub-hypothesis 1.3 - Master's degree salary comparing an experience level of five years effective January 1, 1975, to a like level effective January 1, 1976

The appointed administrator classification of CN was less effective in this dependent variable category. Table 5 illustrates that in mean findings administrators were at least .5 of a percentage point less effective than either professional or appointed board member. When this sizable difference was computed through the F-ratio and P-value, the differences were still not sufficient to reach the rejection level. This fact is clearly shown in Table 6. This sub-hypothesis is accepted.

Sub-hypothesis 1.4 - Maximum salary with master's degree effective January 1, 1975, compared to a like level effective January 1, 1976

This sub-hypothesis also could not be rejected as shown in Table 6. It appeared that this sub-hypothesis and sub-hypothesis 1.3 were treated nearly alike by

all types of CN. The administrator was least effective again at this experience level on the salary schedule. The sub-hypothesis was accepted.

Sub-hypothesis 2.1 - The number of new or improved fringe benefits

The professional negotiators were least effective in this area of fringe benefits; this was the only area where they did exhibit being less effective. Table 5 further illustrates that board members granted 1.4 less fringe benefits than the professional CN. This 1.4 range was greater than in any of the other variables. The F-score and P-value are not, however, significant enough to reject the sub-hypothesis. The sub-hypothesis was accepted.

All five sub-hypotheses could not be rejected based on the statistical treatment of the data. The P-value range of .319 to .950 was well above the.05 level needed for rejection. Based upon these data the hypothesis could not be accepted. It can be concluded that there was no significant difference in the effectiveness of the chief negotiator: (1) Professional negotiator, (2) appointed staff administrator, (3) appointed board member, selected by boards of education, as compared to the gains made by teacher unions in Indiana during the 1975-76 bargaining session.

CHAPTER IV

INTERVIEWS DEALING WITH THE SETTING AND FUTURE OF PUBLIC SECTOR COLLECTIVE BARGAINING IN INDIANA

Introduction

The purpose of this chapter is to provide the qualitative background of the factual data that were collected and analyzed to research the problem. As the factual data were treated, the personal aspects or human element needed to be removed from the bargaining process. In this chapter the less tangible qualitative background setting data are developed.

All of the comments, remarks and statements in this chapter were taken from administrative staff members only. It was not within the original design of the study to include the sentiments of members of the teacher unions.

Procedure

The questionnaire that was developed to collect the data which was used to research the problem also contained an item requesting respondents to make remarks or comments (Appendix A). These comments were assembled

and analyzed in an attempt to determine the most pressing issues in the minds of the respondents (Appendix E). From these remarks eleven questions were developed into an interview guideline (Appendix F).

The interview guideline was taken to a state convention sponsored by the Indiana School Boards Association for chief negotiators and school officials involved in teacher bargaining. Six individuals were asked to react to the guideline on the basis of their professional preparation, school district enrollment, full-time position and geographic location within the state. Following this in-depth electronically recorded interviews were conducted using the interview guideline. These interviews were then transcribed showing each interviewee's response to each of the eleven items on the instrument.

From an analysis of the responses four questions were then developed for use in a telephone interview to be conducted with a sample selected from the population of the research body used in the dissertation. The questions were:

1. Did collective bargaining make the normal negotiating process between administration and teaching staff more efficient?
2. Did collective bargaining affect the conflict and adversary levels of the

normal negotiating process?

3. Has the quality of education been affected by collective bargaining?
4. What will be the continuing effect of collective bargaining in your school district?

A 20 percent sample from each of the three CN groups was determined as sufficient to represent the thoughts and sentiments of the total population. The samples were selected by arranging each of the 163 school districts in alphabetical order within the three classifications of chief negotiator. Every fifth subject was selected. This technique identified thirty-two school districts, eleven from the professional negotiator's classification and fourteen and seven from the appointed administrator and board member groups, respectively. These samples were judged to be representative of the larger population.

The form developed to record the responses of the interviewees included the four refined questions, an area to identify the interviewee and data concerning the selected school district (Appendix G). In addition, a plus or minus sign was placed after each question, the purpose of which is explained below.

A telephone call was placed to each of the selected school districts. All calls were placed on the same day,

and all interviews and records were made by the interviewer. Upon receiving a response at the school district, the interviewer asked to speak to the superintendent, or to that individual charged with the responsibility for teacher collective bargaining. The superintendent served as interviewee in twenty-six or 81 percent of the cases.

Upon making contact with the appropriate official, the interviewer explained briefly the reason for the interview and expressed appreciation to the individual for responding to the questionnaire used for the dissertation. The questions were then presented, one at a time, to the individual. After listening to the response, the interviewer made a determination as to whether the response had been positive or negative. This determination was then recorded by marking the appropriate symbol on the interview form. Notes were also taken as the interviewee continued to respond to the question. The responses were tabulated and organized so as to present a cross reference approach to the data.

Reporting and Analysis of Interviews

Question number 1. Did collective bargaining make the normal negotiating process between administration and teaching staff more efficient?

Upon hearing the question, most interviewees

asked if the word efficient was to be interpreted to mean use of time. The interviewer responded in the positive: in using the word efficient, the question was asking for the amount of time required. A large majority of respondents in each of the three types of chief negotiator stated that the formal collective bargaining process was much less efficient than the process used prior to the advent of Indiana Public Law 217. Those expressing actual estimates of additional time required for negotiations ranged from three to four times to ten times as long.

One identifiable feature was the length of the response to the question given by the group that used an administrator as a CN. In this classification the respondents seemed to go on at great length to express their feelings about the great amount of time consumed presently for a once relatively speedy fashion used in bygone days when the board of education had unilateral authority. Another reason for the long replies could be found in that there were administrators filling the role of CN. The superintendent could have held the position, or conceivably some member of his central staff could have served in the capacity. Thus he could directly observe time required for the process of bargaining.

School districts that had hired professional negotiators tended to be more matter of fact about the

time element. They agreed that the process required more time but that this problem might be alleviated by limiting the scope of the issues to be bargained at the table. This concept did not appear as an opinion with the administrator group. Those responding for the board member group maintained the same position in regard to the time element; however, they stated that they observed a more limited scope approach being used by the teacher unions when bargaining with a board member. Remarks such as "Our board won't horse around with them" and "We just told them that was all we could do and left it at that" were typical of the answers given by respondents. This aspect could account for the findings in sub-hypothesis 2.1 in Chapter III. Here, there was no statistical difference; yet the board member CN tended to be most effective in limiting the number of new and improved fringe benefits. The reason for this may well be that the unions did not ask as much in this area from the board member CN.

Those respondents replying in a positive way to this item did so with qualifications. These qualifications centered on the concept of a collective bargaining law which provided the basic ground rules for the process. For example, "We were leaning more and more to formal negotiations with no rules. I believe that P. L. 217 gave us rules to negotiate by" was a response given by one interviewee. This opinion was held by a very small

percentage; yet those expressing this view believed that collective bargaining had made the process more efficient.

Nearly every interviewee stated in one fashion or another that most of the efficiency was lost in the process by the teacher unions' placing items on the table beyond the scope of "bread and butter" issues. If the unions had stayed with these basic questions of economics, the collective bargaining process would have been more efficient.

The issue over the scope of items to be bargained developed when the language in Indiana Public Law 217 was studied. Section four states in part, "shall bargain collectively . . . the following: salary and salary and wage related fringe benefits." Section five states, "shall discuss and may but shall not be required to bargain collectively working conditions, curriculum development . . . class size . . . budget appropriations, etc." The law further states that the parties may bargain collectively any topic they mutually agree upon. A great amount of time and energy was expended by the parties attempting to determine if an item placed on the table by the teacher unions was bargainable or discussable. The position assumed by the teachers was that everything was bargainable. Boards maintained that only items identified specifically in section four were mandated and bargainable. These two opposing views arising from

the ambiguity in the law set the stage for collective bargaining in many districts within the state.

In summary, the passage of Indiana Public Law 217 did not make the negotiating process more efficient. Where more efficiency was noted, the efficiency was credited to establishment of rules to go by rather than a limiting of the time dimension. It appeared that when the process was conducted by someone other than an administrator the time element became less important. Board members tended to grant less fringe benefits than the other negotiators; possibly this was due to a situation in which teachers asked for less when the CN was a board member.

Question number 2. Did collective bargaining affect the conflict and adversary levels of the normal negotiating process?

An unqualified yes was the first response given by the interviewee upon hearing this question. This answer was then generally followed by a negative remark directed toward the teacher unions. The basic charge was that bargaining had affected the adversary level by cutting off communication between the parties. In addition, the position was held that the teachers did not know that they were "so bad off" until they were told so by union representatives.

The responses to this question followed a common

pattern for the administrator and board member groups. However, a marked difference was reported by the group that had utilized a professional CN. This group was evenly divided upon the issue. For example, such statements as, "The situation is the same now as it was before" or "We worked hard to stay out of the process and let our hired gun take the heat" were noted in the replies. It appeared that the professional CN absorbed some of the bad feelings and then departed from the community. "Our professional served as a scapegoat" was a typical response.

Other areas identified by the groups as bringing about conflict included some of the following situations.

The use of questionable ethics by the teachers was evidenced by remarks such as "During a period of time when we were bargaining hard at the table, some of our teachers made a real point of calling on school board members and administrator's children in their classes and discussing teacher strikes with them" and "At times the teachers described a situation at the table that didn't reflect the true setting; yet when the situation was investigated and information was presented to clear up the matter, they didn't say anything" and "I just didn't think this was ethical."

Mistrust on the part of both parties was another area identified. The interviewee made such statements

as the following: "We used to trust our teachers, but now they seem to be under the influence of the state association." "Our board did not like the idea of the law in the first place" and "They don't trust the new ideas in the law or the people the teachers bring in." It was concluded that the reference to "people coming in" meant a representative of the state association.

The need for the lack of understanding by the local community for the changes brought about by union activity was expressed in this fashion: "It is hard to explain to our rural community why it takes so long to decide how much the board is going to pay the teachers." "Why should we have to give the teachers so much?" "The teachers only work nine months out of the year. Why do they think they need a contract?" These were some of the remarks reported to the interviewer as being heard in various communities by the respondents.

Remarks made by teachers across the bargaining table were most upsetting to some of the interviewees. These remarks included such statements as, "There is no need for all the staff in the central office." "Your only concern is for the taxpayers; you don't give a . . . for the kids." "Why don't you get out of the office and go look at the schools?" "If you had to eat lunch with us for one day a week, you would understand our needs better." Each of these comments could be pointing at a

real problem within the school district. However, in the opinion of the interviewees, when the above situations were presented at the bargaining table, the process received the credit not the issue itself.

Summarizing this question, the districts employing a professional negotiator experienced less conflict and antagonism than those using other types of CN.

Question number 3. Has the quality of education been affected by collective bargaining?

A great many of the interviewees responded that the quality of education had been affected in a negative fashion. Many cited failure, on the part of teachers, to make up time missed when schools were closed for an extended period of time during the past winter due to severe weather conditions and correlated this with the collective bargaining process.

The viewpoint held that collective bargaining placed teachers' needs above students' needs; that the quality of education was thus affected was an opinion supported by a large number of respondents from all three CN classifications. This rationale was based almost solely on a financial criterion. Comments supporting the rationale were "The teacher asked for the sky" and "To fund the salary they asked for, we would have to drop all of our programs including transportation." Assuming that there was a fixed amount of monies available for education

and that teachers through the bargaining process made greater gains, school boards may be required to cut programs or staff and this would most assuredly affect the quality of the educational program.

Collective bargaining was again identified as affecting the quality of education by limiting the preparation time available to staff members serving on the bargaining team. A number of respondents stated that they assumed it would be difficult for a staff member to be at the bargaining table until 11 or 12 P.M. and then be prepared to carry out a quality performance the following day in the classroom. Statements supporting this concept were "You can't tell me that a guy sitting around the table until almost midnight is going to be sharp the next morning to meet kids!" "The teachers give a lot of lip service to the idea that what is good for teachers is good for kids" and "I can't buy that theory."

Well over half of the interviewees stated that extra-curricular activity had also suffered under collective bargaining. Statements included remarks such as "Teachers no longer want a sound relationship with students outside the classroom", "Not student oriented" and "Self-centered, won't give anything extra beyond classroom assignment." Extra-curricular activities were identified in the main as the most negatively affected aspect of the question dealing with the quality of

education.

Nearly all of the respondents stated that they could not identify one aspect of the quality of education question that was better than it was prior to collective bargaining. In summary, the responses given to the quality of education question reflected a growing area of concern. Nearly all of the responses were negative. Specific area of concern were the placing of teacher needs above those of the students, financial priorities, lack of preparation time due to collective bargaining involvement. The area reported showing the greatest effect was the extra-curricular program. None of the respondents could identify any aspect of this question that was better.

Question number 4. What will be the continuing effect of collective bargaining in your school district?

Responses to this question can be summarized in two words--doom and gloom. These sentiments were expressed by representatives from all classifications of CN selected by boards of education. "We give and give and get nothing back", "More control taken by the state", "Nothing better in the future for the public", "Unions are going to get the decision making power." These are some of the remarks that supported the opening statement. Only one interviewee made a positive reply of a sort;

this reply was further defined to state that it was his opinion that the teacher unions would gain such total control of schools in time that the public outcry would force the legislature to rescind Indiana Public Law 217.

The respondents stated that as they see ahead to the continuing effect of collective bargaining they saw some of the following situations:

More adversary relationships between teachers and boards, teachers and administrators, teachers and the public. They said, "Our teachers think they can get more by pushing than they can from pulling", "Matters will get much worse" and "Ask for a lot maybe you will always get something." These remarks reflect a feeling that the teacher unions and administrator at the very least are in for a more adversary relationship in the future.

Concern about teacher strikes in the future was seen by many interviewees as the following comments show: "In time we will have to say no, and when we do, the teachers will strike", "We have had a strike, and It's not any fun to be called an SOB in front of a large crowd" and "We would take a strike over class size."

Proposed legislation before the 1977 state legislature would give impetus to the remarks concerning open scope: "If the open scope bill passes, we might just as well close shop", "That bill will change education as we

know it today to a form no one will recognize", "Open scope will give class size; class size will give less productivity; less productivity will increase the cost of education", "It is and will be an endless chain reaction", "I see the open scope bill as leading to the end of local control" and "The power presently held by the board will be given to some arbitrator from outside the community."

A view expressed by a small number of interviewees was that an ultimate outcome of increased cost will come from future collective bargaining and this in turn will result in weakened educational programs.

Teacher unions will become the determining force in education: this statement was developed from the opinions quoted below. "There is very little that organized labor can not get done if it sets its mind to it." "Education will be in the hands of a few teacher union leaders at the national level." "Teacher unions will have a bigger role." "Labor will broaden its scope and make it a totally controlling force." "As teacher unions grow, we will have to employ a full-time labor relations person." "The educational needs of school children will become secondary to the desires of the teacher unions."

In summary the union approach if realized that a teacher should do only that which is compensated for

would have far reaching ramification in the traditional school setting. This philosophy was seen to have fast growing effects on all aspects of the school setting.

Summary

The respondents who made up the samples, representing the three classifications of CN, were in general agreement on the questions dealing with bargaining effectiveness and efficiency, quality of education and continuing effect of collective bargaining in the public schools in Indiana. The only area where a recognizable difference of opinion was identified was in the effect of collective bargaining on the conflict and adversary feeling between the parties.

CHAPTER V

SUMMARY, FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

Introduction

The purpose of this dissertation was to determine the success of decisions reached by individual school boards by measuring the effectiveness of the various chief negotiators appointed or employed by different boards. Data were collected and analyzed to provide both quantitative and qualitative information upon which a sound measurement of the decisions reached by boards could be evaluated.

Summary

With the passing of Indiana Public Law 217 in 1972, collective bargaining entered the public school setting in Indiana. This law was the first public sector collective bargaining law enacted in the state. Proposed legislation of this nature had been considered in a number of legislative sessions prior to the successful enactment of the law. During the long years of hearings, committee studies and other legislative activities the teacher groups and school board-administrator groups exchanged

verbal charges and counter charges. Even the organizations which had been traditionally housed in the teachers' association building were physically moved to another location. It is no understatement to say that Indiana Public Law 217 was not enthusiastically welcomed by school boards or administrators.

Realizing the newness of the bargaining process to most of its membership, the Indiana School Boards Association developed a program to assist local boards in becoming more aware of various aspects of the collective bargaining process. In so doing the association turned to other state associations that had had experience in such a program. This action produced one general informational program in the form of a traveling seminar which toured the state.

During these seminars varied topics were discussed and/or presented. Among these topics were two of particular importance: (1) selection of the chief negotiator as well as the other members of the bargaining team, (2) adversary feelings which resulted as a side effect in the collective bargaining process. The process suggested for use in selection of a chief negotiator received the greatest emphasis.

Boards of education were presented with three fundamental choices concerning the selection of a chief negotiator: whether (1) to hire a professional negotiator

from outside the local educational community, (2) to appoint or employ a staff administrator or (3) to appoint a member from their own group. The purpose of the dissertation was to determine the success of decisions reached by individual school boards by measuring the effectiveness of the various chief negotiators selected by these boards.

This study secured data from 163 selected school districts in the State of Indiana. The districts were selected on the basis of two criteria: (1) they had not executed a formal written labor contract with an exclusive representative for their teaching staff prior to 1973, (2) they had cooperated with the Indiana School Boards Association by supplying data needed for the study. Data were collected by three methods: (1) mailing of questionnaires to the school districts, (2) telephone interviews with officials from selected districts, (3) review of records of the Indiana School Boards Association.

An hypothesis was developed to measure the effectiveness of the chief negotiator selected by the boards of education. Descriptive data concerning the respondents were also presented along with the results of personal interviews conducted to discover the qualitative outcomes of the negotiating process. A review and analysis of literature and research to the composition of collective bargaining teams was also made.

Findings

The following findings have been drawn from the analysis of data collected for this study:

Demographic Data

1. Boards of education that appointed fellow board members as chief negotiators had lower student enrollments in their districts then the other groups.
2. Board members appointment as chief negotiator tended not to have labor relations experience at the bargaining table.
3. Administrators serving as chief negotiators were given more decision making authority than the other two types of negotiator.
4. Satisfaction levels of performance of the types of negotiator selected showed no significant difference. This performance level was consistent when analyzed on a student enrollment basis of school districts.

Hypothesis Outcomes

1. There was no significant difference in the effectiveness of the chief negotiator: (1) professional negotiator, (2) appointed staff administrator, (3) appointed board member, selected by boards of education, as compared to the gains made by teacher unions in Indiana during the 1975-76 bargaining session.

Qualitative Results

1. Indiana Public Law 217 did not make the negotiating process more efficient with regard to time required to arrive at a agreement.
2. Teacher unions tended to use a more limited scope of techniques when bargaining with the appointed board member chief negotiators.
3. Collective bargaining has increased the conflict and adversary levels in Indiana between boards of education and teacher unions. School districts employing a professional negotiator

reported lower levels of conflict and antagonism than districts utilizing the other types of negotiator.

4. The quality of education was seen to have been negatively affected by collective bargaining. Extra-curricular activities was seen to have been impaired the greatest by the advent of formal negotiations.
5. Collective bargaining was seen to continue to have a negative effect on public schools in Indiana.

Conclusions

Within the limitations inherent in this study the following conclusions were warranted based on the findings reported above.

1. It can be concluded that the type of chief negotiator utilized does not affect the outcomes of collective bargaining in regards to salary and salary related benefits.
2. It can be concluded that the type of chief negotiator utilized does affect the efficiency of the negotiation process.

3. It can be concluded that the type of chief negotiator utilized does affect the adversary relationahip which exists between the parties.
4. It can be concluded that public service administrators and political subdivision lay leaders must develop collective bargaining skills and new management tools and philosophies if they are to preserve the levels of public services the American people have come to know.

Recommendations For Further Research

This study identified several aspects of the research topic that warrant additional investigation and research.

These aspects are:

1. The relationship of the level of conflict present between the parties prior to formal collective bargaining and the type of negotiator selected.
2. The conflict and adversary level experienced by the parties as compared to the tested academic

achievement scores of students in the district.

3. The actual amount of curtailment that has taken place in the extra-curricular activities program following implementation of the collective bargaining law.

APPENDIX A

CHIEF NEGOTIATOR QUESTIONNAIRE

Please complete the questionnaire, keeping in mind that the information being requested is from the written agreement negotiated for the 1975-76 school year.

Name of School Corporation _____

County _____

1. Did the school corporation have a formal signed/written agreement with a teachers' organization prior to 1973?

   Yes _____ No _____

2. Classify the chief negotiator representing the board of education into one of the three categories listed below: (Mark only one)

   A. Professional Negotiator: (includes attorneys or management/consulting firms) _____

   B. Staff Administrator: (includes superintendent) _____

   C. Board Member: _____

3. If A or C was marked above identify individuals full-time occupation:

   _____

4. Indicate the type of training received by the chief negotiator prior to the bargaining sessions:

   _____

5. Indicate your belief as to the best method of training chief negotiators:

   _____

6. Indicate the total number of years of experience of the chief negotiator in:

   A. Full-time occupation _____

   B. Collective bargaining _____

7. Indicate your preference as to the individual (title) that could best serve as chief negotiator for the board of education in your situation:

_____

8. On the scale below mark the appropriate rating to show the degree of true freedom (decision making authority) given the chief negotiator at the bargaining table:

_____

1 10

No Freedom Total Freedom

Comments: _____

_____

_____

_____

_____

_____

_____

Thank you for your help.

Return to:

Edward Kasamis
P. O. Box 430
Wabash, Indiana 46992

APPENDIX B

The Metropolitan School District
of Wabash County — Wabash, Indiana

LAWRENCE WADE, SUPERINTENDENT

Box 430, Wabash, Indiana 46992
Telephone 563-7438 Area Code 219

Administration Building
282 North Wabash Street

Edward G. Kasamis, Ass't Supt.
David M. McKee, Admin. Ass't

Would you please take a minute from your busy schedule and complete the enclosed questionnaire? The data being requested will be used in completing my dissertation in the area of collective bargaining.

Please note the attached letter indicating the endorsement of the study by the Indiana School Board Association.

You may be sure that the responses shall be handled in a confidential manner, and that the individual school corporations will not be identified in the treated data. The information being requested is for the 1975-76 school year.

Thanking you in advance for your cooperation.

Sincerely,

Edward G. Kasamis,
Superintendent Elect

EGK/kk

Enclosure

WABASH SCHOOL STUDY COUNCIL

APPENDIX C

INDIANA SCHOOL BOARDS ASSOCIATION
222 NORTH NEW JERSEY
INDIANAPOLIS, INDIANA 46204
TELEPHONE (317) 264-3567

BOARD OF DIRECTORS

PRESIDENT
A. EUGENE LACY
NEW CASTLE

PRESIDENT-ELECT
ALAN W. HASS
SOUTHWEST DUBOIS

VICE PRESIDENT
MRS. PHYLLIS LEWIS
WAYNE TOWNSHIP

REGIONAL CHAIRPERSONS

REGION I
MRS. TERAN CHAMBERS
GARY COMMUNITY

REGION II
FLOYD H. BARGO
LAKELAND COMMUNITY

REGION III
DR. HELEN E. LEE
FORT WAYNE

REGION IV
JOE DUNBAR
TRI-COUNTY

REGION V
ARTHUR E. VYSKAL
ROSSORD-CENTER TWP.

REGION VI
MRS. DARLENE HOSSERLE
CENTERVILLE-ABINGTON

REGION VII
DR. B. BRAD LAWSON
VIGO COUNTY

REGION VIII
LARRY GATES
CENTER GROVE

REGION IX
RALPH KENNEDY
NORTH SPENCER COUNTY

REGION X
MRS. HELEN E. CONRAD
LAWRENCEBURG COMM.

EX OFFICIO
WILLIAM A. GITLIN
BLUFFTON-HARRISON

ISBA STAFF

EXECUTIVE DIRECTOR
WENDELL J. PETERSON

ASSOCIATE EXECUTIVE DIRECTOR
SELVIA L. POLLEY

DIRECTOR OF COMMUNICATIONS AND PROGRAM SERVICES
MILDRED G. BENTSEN

DIRECTOR OF LEGAL SERVICES
ROBERT W. RUND

Dear Colleague:

I am requesting your cooperation in providing data for a study in collective bargaining being conducted by Edward Kasamis. Mr. Kasamis is superintendent-elect at the M.S.D. of Wabash County and a doctoral candidate.

The results of this study will be made known to ISBA and all meaningful information will be shared with superintendents and school board members.

I appreciate your assistance and cooperation with this study.

Sincerely yours,

Britt Polley

Britt L. Polley
Associate Executive Director

BLP/ls

APPENDIX D

The following two questions were items posed via telephone to the prospective respondents that did not reply to the mailed questionnaire within two weeks from the mailing date.

1. Under which of the following three classifications would you place your chief negotiator for teacher collective bargaining during the 1975-76 sessions?
   A. Professional
   B. Appointed Administrator
   C. Board Member
2. Did your school district have a written/signed agreement with a teacher union prior to 1973?

The above questions were preceded by a brief explanation of the study.

APPENDIX E

RESPONDENTS' COMMENTS TAKEN FROM QUESTIONNAIRE

Total freedom--after the Board had set the parameters at an early meeting, or meetings. This included financial guidelines as well as other guidelines. I think this is necessary in order for a negotiator to effectively bargain.

First year chief negotiator--principal, second and third years--professional, different both years. Principal who was chief negotiator first year assisted professionals next two years.

I believe the chief negotiator should be given more freedom than was given ours during the past three years.

Negotiator meets with the School Board before negotiations start and is given guidelines to follow. He and the Superintendent work hand in hand to carry out the boards desires. The Superintendent does not sit at the table, but keeps informed as to all that happens at the table and directs the negotiator on all issues.

As long as formal package is in guidelines set by Board of Education.

Parameters were set with Superintendent and the Board prior to negotiating. After that Superintendent was in close contact with chief negotiator giving advice but did not set at bargaining table.

We have used a negotiator from . . . and have found them to be fully satisfactory.

Board gives chief negotiator and

Superintendent of Schools broad parameters of dollars and other benefits it would agree to. The rest is up to the team.

My experience is that personality plus the time to prepare are very important. A good student of human nature is more effective in our situation than legal background. Superintendent really is the person on whom blame falls if mistakes are made. I see no way he can avoid this.

Board member was present at every session. Superintendent did negotiating because teachers did their own negotiating. For last year, at least, it worked well.

Articulate contract language gives impetus to need for an attorney or a specialist who can incorporate "tight" language!

We are very pleased with our chief negotiator. His prior experience with both management and labor has been very helpful. He is low key but very effective.

We have had two school board members on our negotiation team who sit at the table at every meeting besides the outside negotiator for the past 5 years. The Superintendent and Assistant Superintendent make up the Board team. The Business Manager is in the room and available at every meeting also. One Board member is an attorney and very knowledgeable in the area of negotiations. The other Board member is in management for . . . in . . . and negotiates for his own company. We have had 2 two year agreements in the past 6 years.

The Superintendent must be highly involved in the process. He must be compatible with the chief negotiator.

All decisions must be eventually ratified by the School Board.

Two items determine "true freedom" of chief negotiator: (1) the Board sets boundaries and negotiator must work within these boundaries and (2) input from other team members must be considered. If severe differences, negotiator checks with Superintendent.

Superintendent was member of the team--1 principal and 1 board member when possible. Negotiator held two meetings with Board to establish boundaries, then worked closely with administrators.

Superintendent and negotiator determine language. Board sets broad parameters on language and a dollar amount within which the negotiator must bring home a contract. It has worked so far.

In 1975-76 the Board gave the chief negotiator a parameter on all areas of the contract and he was free to work within the parameter set up. This year a limitation was placed on the salary and the chief negotiator was free to negotiate the other items.

All decisions are made by the Board of Education when the negotiator meets with them to receive his guidelines. The negotiator has freedom to work within those guidelines.

Do not recommend board member because they lack both time and expertise and must function as policy makers. Superintendent is the educational leader. As chief negotiator his image and effectiveness in this capacity is undermined. Principals must "live" with their staff day to day and acting as chief negotiator strains staff relations, may damage morale, and lessens the principals overall effectiveness.

The Board team consists of one board

member, Superintendent, high school principal and one elementary principal.

The freedom at the table comes after meeting with Board and committee.

We intended to use the school board attorney for negotiating--sent him to workshops and meetings--did not work out--would not do his homework before sessions. Biggest drawback--does not understand school operations and budgets. I am firmly convinced that the chief negotiator must be from the school--Superintendent, central office and/or principal.

In our case, we only have about 40 teachers and their unit has never sought outside help in negotiating. As long as this continues, the Superintendent can represent the board.

A local group "voted out" the ISTA and our negotiations were most amicable. In three sessions we signed a two year contract with NO re-openers.

We hold Indiana's only three-year contract with teachers after having fought a bloodbath with the ISTA in 1974 and 1975; whereby, they petitioned to fire me after we dismissed the chief negotiator for the teachers' union. Fortunately, the Board stood behind me (5-0) and we won.
. . . of the Civil Liberties Union attended one session along with 300 patrons of the school District. No superintendent should be negotiator eventhough he may have the expertise to do the job. His years are usually numbered in that school corporation, and he also becomes the scapegoat for both the board and teachers. I would highly endorse the use of an outside negotiator without further consideration.

Never give your final offer until that figure is in range of your opponents offer.

We attempt to establish guidelines within which we expect the chief negotiator to function; however we attempt also to grant him the leeway to make necessary decisions on his own that do not violate the guidelines already established.

The Board sets maximums for all money items and negotiator attempts to not give it all. A percent is held for mediation or fact finding. All non-money items are up to the negotiator; however he reviews constantly his position with the Board so that there are no surprises.

My intention was to indicate almost maximum freedom after guidelines were set by Board and administrative team. Absolute backing from the board is essential for the bargaining team. Only the chief negotiator should speak publicly on the teams, conditions, etc. When the chief negotiator's credibility and authority is established, that's half the battle.

I agree with the statement made many times by many people, "The Superintendent of Schools should not be the spokesman for the Board". I feel in three or four years it will be even more difficult because you're dealing with a professional and it requires almost all your time being a superintendent and when you negotiate something has to suffer.

This firm was given boundaries on what they could and could not bargain.

We operate on an informal basis. A committee of teachers serve as an advisory group to the superintendent and board.

It is suicidal for the administrator to be the spokesman.

Believe it or not, we still do not have an agreement--nor do we negotiate--we meet and confer. For 4 straight years, our salary has been the first one

adopted in the state--this will be year number 5 (March, '77).

When we have reached impasse, we have brought in a professional negotiator to handle it from then on.

We do not formally negotiate. We conduct our process as we have for the past 20 years--simply an informal proposal and acceptance.

I first thought, let the superintendent negotiate if he didn't get tied up in months of negotiating. Now, if you can budget it, get the superintendent on the side line and let the superintendent direct school affairs and not be chief negotiator. Teachers have a professional negotiator--so should the school board.

1. Guidelines established by Board of Trustees
2. Regular reports to Board of progress
3. Board (only) authorized to modify negotiation guidelines.

I think a small school makes a big mistake when they go out of their organization and hires a chief negotiator.

No board members are present. The teachers make an offer. The board then makes an offer and the teachers accept or reject. If they reject the boards offer we then destroy all offers and go to formal negotiations. At such time the board would hire a professional negotiator.

I feel the negotiator should have a lot of freedom but not total freedom. He must know his exact limitations, finances, and the position of the school board. He must have the power to "close the deal" when the time is right.

I rated complete freedom at the bargaining table as a result of past experience whereby the board of education has

always accepted by recommendations. However, I have always consulted them prior to making any promise to teachers.

We have no agreement and I usually meet with the salary committee about 2 times.

Agreements negotiated by school board members to pay off political promises, at the expense of the taxpayers, are disgraceful.

This will not be of much value as the board (3 members on the board) did the negotiations. They in 1974-75 used a school attorney as a consultant. In 1975-76 the board, with assistance from the superintendent, negotiated the contract. For the 1976-77 contract, the superintendent negotiated directly with 3 teachers as a teacher committee. Here I, as superintendent, had 95% control of negotiations from managements point of view.

I, as Superintendent, go to the table with the board member. We settled the last contract in 4 meetings.

For the past 2 years we have had no problems in negotiating. We negotiate only how much of any new money shall go to teachers. They decide what catagories to place it in. (example--salaries, insurance, extra-curricular, etc.)

With the frozen levy, the salary should be negotiated on a larger geographical area or state level to prevent the whipsaw method being used by teachers. The other items should still be negotiated on the individual school corporation level.

Total board discusses with chief negotiator guidelines--chief negotiator keeps other members of board well informed.

What works best in one school corporation may not work in another.

Negotiator discusses the issues in detail with just the superintendent and then the other board members.

Even though added pressures are added to the superintendent of schools, I feel that our unit draws upon their own expertise at the table and expects movement. During the past few years board members, superintendent and building principals have made up the bargaining team for management. Time at the table has been frustrating but limited.

We have had a really good man in . . . He works hand in hand with me. He is a college graduate and a very good thinker. I really feel in-house people do the best job.

The member of the school board who served as the negotiator had received instructions from other members of the board. The board did not question any of the agreement made by the negotiator. He kept the board informed.

We had a professional in 1974-75 and did it ourselves this year. Even though we were reasonably successful this year we shall probably return to a professional in 1976-77. The time demands are almost too much for many board members.

Our corporation is small and located in a rural area. Teacher organization is not too strong or vocal. Who knows what is ahead in the years to come with P. L. 217.

Our committee each year at the table has consisted of the superintendent, administrative assistant, and two board members with one board member being our spokesman. The committee has a large degree of freedom (probably 8 on the above scale) and our approach is to caucus and then bargain from one to a group of items at a time. Up to this point, we have been highly successful. Future??

Earlier in negotiations (1973) I feel training could be accomplished by attending meetings; however, at this point, I feel he should attend college level classes or special training schools to be successful.

We have done a good job so far with a board negotiator. Next year I feel our attorney will do the job. I believe we must get board members and myself (superintendent) out of negotiations as active participants.

In a small corporation, a professional negotiator is not too much of a must but the chief negotiator should have some knowledge of his job, the law, school problems (from a school viewpoint) and have other skills in word parlance.

We have worked without "professional" help sitting at the board table for collective bargaining. Truth and understanding have worked very well so far.

Board acts as a unit with chief negotiator as their spokesman. There is no "beating around the bush" on proposals. A very polite "No" is given and, to date, teacher's union knows that means "No" and not "maybe". Meetings are short. Have kept contracts short and simple.

Although we have been fairly successful here in the beginning of negotiations, as the teachers' representatives gain more experience, we who are not trained nor are not full-time negotiators, will give more and more away through our own ignorance and lack of training.

Board members have always acted as negotiators but are not very well prepared for the role. A lot of background material must be prepared by the superintendent for their use.

Since 1973 and P. L. 217 we have experienced both "in house" and outside professional negotiators. Both provide some advantages and disadvantages.

1. The "in house" administrator provides a first hand understanding of local problems and an easier and more direct method of communicating with local administration. This method, however, seldom provides the type of expertise necessary for todays negotiations.
2. The outside professional usually provides the expertise. This advantage can be offset by the lack of local communication, "feel", and understanding so vital to table talk. The time involved in this method is often much greater for local administrators because of additional preparation and communication.

If the legislature makes negotiations more difficult by passing binding arbitration or adding other negotiable items, then we will be forced to go to professional negotiator.

We maintain a "psychological distance"; that is, our negotiator explores and reviews his findings with the school board. Then the negotiator is given "limits" or "trade possibilities".

Negotiator should be free to enter into agreements at table, but should not set policy, as parameters should be established by the board. Thus, in area of labor relations practice and legal interpretation of language, negotiator should have full decision making authority, subject to subsequent review and evaluation of that decision. In area of policy setting, e.g. how many dollars raise, what areas may be negotiated, etc., school board should decide.

The chief negotiator should operate and function within the dollar and philosophical framework as established by original strategy approved by board.

Within those boundaries freedoms are available, however not unlimited.

I suppose we are both fortunate and peculiar in having a person as Assistant Superintendent for General Administration who has these elements in his background:

1. formerly served as chairman of the Social Studies and Humanities Dept. at . . .
2. served as chief negotiator for the . . . teacher's union for 5 years
3. during period as negotiator completed . . . law school and was admitted to Indiana Bar in 1975

Negotiator should be an administrator that fully understands Public Law 217. Must also know budget making.

My experience has been almost total freedom. I work out the limits with the board before negotiations begin. Occasionally new limits must be set with the board before further negotiations continue.

We set the maximum limits and let him go.

School board should NOT be involved. An attorney should have school experience. An administrator is best--he has to implement what he gave up--the more teachers make the more he makes which, for all practical purposes, puts everyone on the same side--nobody hits the "bricks".

We have a professional attorney who specializes in negotiations. He also represents a number of districts in our area.

We have been negotiating before the law, and our professional negotiator meets with the Superintendent and other principals to receive his parameters to negotiate--and he (the professional) usually does all the talking at the table.

Our team consists of our 3 board members, the superintendent and the assistant superintendent. This has worked well for us, despite the paucity of support by "authorities" in the field of negotiations who generally advocate that board members stay out of across-the-table negotiations.

If you have open scope it can be a help if your chief negotiator is in-house because he or she can then be of great help in administering the contract. In any case the person chiefly responsible for administering the contract should be on the bargaining team.

1. The chief negotiator must know school law--school finance.
2. He must have some background in the total field of education.
3. He must be willing to spend the necessary time.
4. He must be able to present fact.
5. His personality must be such that he does not antagonize people.

We have found that it serves our purposes best if we employ a chief negotiator from outside the system.

Final approval reserved for Board of Education.

I believe the employment of a professional negotiator (not a corporation lawyer) is the only way to go. We are dealing with pros so why send in amateurs on the side of management.

This is a small corporation--2,000 students. The superintendent is chief spokesman for the board and the president of the association speaks for the teacher organization. In the event the local association brings an ISTA Uniserve man in, the Board will hire a professional counter to protect our interests. We feel it is best to at least keep the table bargaining on a local basis if possible.

Once board sets the financial limits the negotiator has freedom to operate within limits.

He was given guidelines but as he saw a need to exceed this he had to return to the Board before going higher or further.

Freedom at the table is after guidelines have been established with Board of School Trustees and budget making people.

Negotiations are on a one-to-one basis. After negotiating, teachers present their proposal to board for acceptance.

Parameters are fixed by board on dollar amount of package. Certain principles are discussed prior to TA'ing the agreements.

Our board receives the teachers proposal and gives the boards proposal at initial meeting. Board then discusses the teachers proposals and makes general recommendations to the negotiator. He in turn trys to win boards recommendations. If a point of contention is very close the negotiator has authority to settle that point but if there is a great difference he tables issue and comes back to the board for further instruction.

APPENDIX F

Interview Guideline

1. What full-time position (title) does your chief negotiator for the board of education hold when not at the collective bargaining table?

2. What factors does your board consider in selecting its chief negotiator?

3. Has your board of education changed chief negotiators during the past three years? If the answer is yes, why was the change made?

4. Have you noted changes in the working relationship between the board-administrator group and the teaching staff following the advent of (P.L. 217) collective bargaining?

5. Are you convinced that collective bargaining produces an adversary relationship between teachers and board-administrator groups? If you are so convinced, why do you believe this happens?

6. Is there a relationship between the present level of adversary feelings (or lack of them) in your school district and the "feelings" between teachers and board-administration groups before collective bargaining was mandated?

7. Describe the effects of collective bargaining on the quality of education in your district.

8. Has there been evidence of hostile behavior? If this is so, in what way has it been displayed?

9. Does your board consider salary and economic matters on the same basis as non-economic items?

10. Do you view public sector collective bargaining as a means that will lead to the end of local control of public schools? If your answer is affirmative, why do you think this situation will come about?

11. Please record your general beliefs and/or remarks in regard to collective bargaining.

APPENDIX G

TELEPHONE INTERVIEW GUIDE

Code No: _____

School District _____ Phone No: _____ + _____

Interviewee _____ CN: P A BM

1. Did collective bargaining make the normal negotiating process between administration and teaching staff more efficient? + -

2. Did collective bargaining affect the conflict and adversary levels of the normal negotiating process? + -

3. Has the quality of education been affected by collective bargaining? + -

4. What will be the continuing effect of collective bargaining in your school district? + -

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